

1 GARMAN TURNER GORDON LLP  
2 ERIC R. OLSEN  
3 Nevada Bar No. 3127  
4 E-mail: eoslen@gtg.legal  
5 650 White Drive, Ste. 100  
6 Las Vegas, Nevada 89119  
7 Tel: (725) 777-3000  
8 Fax: (725) 777-3112  
9 *Attorneys for Defendant, Massachusetts*  
10 *Mutual Life Insurance Company*

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12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE DISTRICT OF NEVADA**

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15 WILLIAM CROCE, :  
16 Plaintiff, : Case No. 2:16-cv-02244-RFB-NJK  
17 v. :  
18 MASSACHUSETTS MUTUAL LIFE :  
19 INSURANCE COMPANY, *et al.* :  
20 Defendants :  
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23 **JOINT MOTION OF THE DEFENDANTS**  
**TO AMEND SCHEDULING ORDER**

24 Defendants Massachusetts Mutual Life Insurance Company (“MassMutual”) and Wells  
25 Fargo Advisors, LLC, f/k/a Wachovia Securities f/k/a First Union Securities (erroneously sued as  
26 First Union Corporation) (“Wells Fargo”), by and through their respective counsel of record,  
27 respectfully request the entry of an Amended Scheduling Order. In support of this motion, the  
28 parties aver as follows:

29

30 1. This is a dispute concerning retirement benefits in which the Plaintiff, a former  
31 MassMutual agent, alleges that he never received retirement benefits totaling \$56,991.35 that he  
32 claims he was entitled to receive in 2001 under a pension plan sponsored by MassMutual.

1           2. Plaintiff asserts claims against MassMutual under the Employee Retirement Income  
2 Security Act of 1974, 29 U.S.C. §§ 1001 – 1461 (“ERISA”), and claims against Wells Fargo  
3 under state law. Defendants deny Plaintiff’s claims and deny all liability in this action.

4           3. Following an unsuccessful settlement conference before Magistrate Judge Koppe,  
5 the parties continued to negotiate and were ultimately able to reach an agreement on a settlement  
6 which has been memorialized in a written settlement agreement that was fully-executed by all  
7 parties as of May 24, 2018.

8           4. The signed settlement agreement contains a confidentiality provision and, therefore,  
9 is not attached to this motion. The Defendants, however, have no objection to the Court  
10 reviewing the signed settlement agreement in camera should the Court require a review.

11           5. After the signed settlement agreement was fully-executed a dispute among the  
12 parties arose as to whether Plaintiff, William Croce, must provide a Form W-9 to the Defendants  
13 so they can process the payments required by the signed settlement agreement.

14           6. Although the Defendants are hopeful that this dispute can be resolved without the  
15 Court’s intervention (*i.e.*, through a motion to enforce the settlement agreement), the Defendants  
16 respectfully submit that the pending deadline for dispositive motions, which is currently June 20,  
17 2018, should be postponed in case the settlement is not completed by that date.

18           7. In this regard, the Defendants intend to move for summary judgment if the case is  
19 not dismissed with prejudice pursuant to the settlement agreement.

20           8. Accordingly, the Defendants respectfully request an extension of certain deadlines  
21 contained in the Court’s January 29, 2018 Scheduling Order as follows:

22           (a) Dispositive Motions: August 20, 2018.

1 (b) Joint Pretrial Order: **September 19, 2018**, which is 30 days after the deadline  
2 for filing dispositive motions. In the event dispositive motions are filed, the  
3 date for filing the joint pretrial order should be suspended until thirty (30) days  
4 after decision of the dispositive motions or further order of the Court.  
5  
(c) Pretrial Disclosures: Unless the Court orders otherwise, the disclosures  
6 required by Fed. R. Civ. P. 26(a)(3) and any objections thereto should be  
7 included in the pretrial order.  
8

9 WHEREFORE, the Defendants respectfully request the Court to grant this motion.  
10

11 **LEWIS ROCA ROTHGERBER CHRISTIE GARMAN TURNER GORDON  
LLP**

12 By: /s/ Paul A. Matteoni

13 Paul A. Matteoni, Esq (SBN 3486)  
14 One East Liberty Street,  
Suite 300  
15 Reno, Nevada 89501  
Tel: 775.823.290  
Fax: 775.823.2929  
16 [pmatteoni@lrrc.co](mailto:pmatteoni@lrrc.co)

By: /s/ Eric Olsen

Eric Olsen  
650 White Drive  
Suite 100  
Las Vegas, NV 8919  
(725) 777-3000  
(725) 777-3112  
[eolsen@gtglaw.com](mailto:eolsen@gtglaw.com)

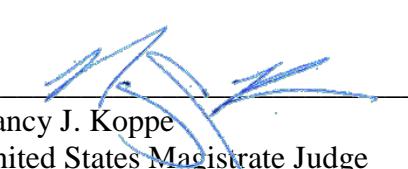
17 *Attorneys for Defendant  
18 Wells Fargo Advisors, LLC*

E. Thomas Henefer  
**STEVENS & LEE, PC**  
111 North Sixth Street  
P.O. Box 679  
Reading, PA 19603  
(610) 478-2000  
(610) 988-0803 (fax)  
[eth@stevenslee.com](mailto:eth@stevenslee.com)

22 *Attorneys for Defendant, Massachusetts  
23 Mutual Life Insurance Company*

24 IT IS SO ORDERED.

25 Dated: June 13, 2018

26   
27 Nancy J. Koppe  
United States Magistrate Judge